

**INFORMATION TO OFFERORS OR QUOTERS**  
**SECTION A - COVER SHEET**

*Form Approved*  
*OMB No. 9000-0002*  
*Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.**

<b>1. SOLICITATION NUMBER</b>	<b>2. (X one)</b>	<b>3. DATE/TIME RESPONSE DUE</b>
N00178-05-R-1021	<input type="checkbox"/> a. INVITATION FOR BID (IFB) <input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP) <input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	28 March 2005

**INSTRUCTIONS**

**NOTE:** The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition".

<b>4. ISSUING OFFICE</b> <i>(Complete mailing address, including ZIP Code)</i> Naval Surface Warfare Center, Dahlgren Division 17320 Dahlgren Road Dahlgren, VA 22448-5100 Attn: XDS105 (G. R. Vaughan)	<b>5. ITEMS TO BE PURCHASED</b> <i>(Brief description)</i> Remote Sighting System
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<b>6. PROCUREMENT INFORMATION</b> <i>(X and complete as applicable)</i>	
<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

<b>7. ADDITIONAL INFORMATION</b> Sole - Source Procurement Legend Technologies 1512 Front Street Keesville, NY 12911
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<b>8. POINT OF CONTACT FOR INFORMATION</b>	
a. NAME <i>(Last, First, Middle Initial)</i> Vaughan, G. R.	b. ADDRESS <i>(Include Zip Code)</i> Commander, Naval Surface Warfare Center, Dahlgren Division Attn Code XDS105 (Vaughan) 17320 Dahlgren Road Dahlgren, VA 22448-5100
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> 540-653-7094	d. E-MAIL ADDRESS george.vaughan@navy.mil

<b>9. REASONS FOR NO RESPONSE</b> <i>(X all that apply)</i>	
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> e. OTHER <i>(Specify)</i>
<input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT	

<b>10. MAILING LIST INFORMATION</b> <i>(X one)</i>
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

<b>11a. COMPANY NAME</b>	<b>b. ADDRESS</b> <i>(Include Zip Code)</i>
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<b>c. ACTION OFFICER</b>	
(1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>	(2) TITLE
(3) SIGNATURE	(4) DATE SIGNED <i>(YYYYMMDD)</i>

FOLD

FOLD

FROM

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER	
N00178-05-R-1021	
DATE (YYYYMMDD)	LOCAL TIME

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 350)		RATING DO-A7	PAGE OF PAGES 1 of 30
2. CONTRACT NO.	3. SOLICITATION NO. N00178-05-R-1021	4. TYPE OF SOLICITATION SEALED BID (IFB) (X) NEGOTIATED (RFP)		5. DATE ISSUED 28 February 2005	6. REQUISITION/PURCHASE NO.
7. ISSUED BY NAVAL SURFACE WARFARE CENTER DAHLGREN DIV 17320 DAHLGREN ROAD DAHLGREN, VA 22448-5100		CODE N00178	8. ADDRESS OFFER TO (If other than Item 7) SEE ITEM 7		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

### SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg 183, Rm 133 until 2:00 local time 28 March 2005.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME G. R. VAUGHAN	B. TELEPHONE NO. (NO COLLECT CALLS) (540) 653-7094	C. EMAIL-ADDRESS george.Vaughan@navy.mil
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### 11. TABLE OF CONTENTS

(.)	SEC.	DESCRIPTION	PAGE(S)	(.)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	2	X	I	CONTRACT CLAUSES	18
X	B	SUPPLIES OR SERVICES AND PRICE/COST	4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	6	X	J	LIST OF ATTACHMENTS	20
X	D	PACKAGING AND MARKING	10	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	11	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	21
X	F	DELIVERIES OR PERFORMANCE	12				
X	G	CONTRACT ADMINISTRATION DATA	15	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	26
X	H	SPECIAL CONTRACT REQUIREMENTS	16	X	M	EVALUATION FACTORS FOR AWARD	

### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code) 510-215-6474	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c)( ) 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION A Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

Ddl-A20 NOTICE TO CONTRACTORS

## **NOTICE TO CONTRACTORS**

**THE PURPOSE OF THIS NOTICE IS TO BRING MATTERS TO YOUR ATTENTION WHICH CAN AFFECT PAYMENT OF YOUR INVOICES.**

### **CCR ANNUAL RENEWAL**

YOU MUST CONFIRM YOUR REGISTRATION IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE OR THE DEFENSE FINANCE AND ACCOUNTING SERVICE (DFAS) MAY NOT PROCESS YOUR INVOICE. YOU MAY OBTAIN MORE INFORMATION ON THIS ANNUAL RENEWAL CONFIRMATION PROCESS BY CALLING 1-888-227-2423 OR VIA THE INTERNET AT <http://www.ccr2000.com/>

### **EFTS**

ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS ARE BASED ON THE EFT INFORMATION CONTAINED IN THE CCR DATABASE. IT IS CRITICAL THAT YOU ENSURE THAT YOUR EFT INFORMATION IN THE CCR DATABASE REMAINS CURRENT AND CORRECT.

### **INVOICES**

INVOICES MUST BE PREPARED AS PRESCRIBED BY THIS CONTRACT/ORDER OR THEY MAY BE REJECTED BY THE PAYING OFFICE. THIS CONTRACT/ORDER INCORPORATES ONE OR MORE OF THE FOLLOWING CLAUSES REGARDING PREPARATION AND SUBMISSION OF INVOICES:

FAR 52.212-4  
FAR 52.213-2  
FAR 52.232-25  
NAPS 5252.232-9000  
NAPS 5252.232-9001  
NAPS 5252.232-9002  
NAPS 5252.232-9003

PLEASE INSURE THAT INVOICES ARE PREPARED AND SUBMITTED IN ACCORDANCE WITH THESE CLAUSES AND THE FOLLOWING ADDITIONAL INFORMATION:

INVOICE PREPARATION – PLEASE ENSURE THAT YOUR INVOICE CLEARLY REFLECTS:

- (1) INVOICE NUMBER,
- (2) DATE OF INVOICE,
- (3) COMPANY NAME AND REMIT TO ADDRESS (COMPANY NAME ON THE INVOICE MUST MATCH THE COMPANY NAME ON THE CONTRACT/ORDER),
- (4) CONTRACT/ORDER NUMBER, AND

(5) INVOICE AMOUNT.

INVOICE SUBMISSION – IF A “SUBMIT TO” ADDRESS IS DESIGNATED IN ONE OF THE CLAUSES LISTED ABOVE, SUBMIT THE ORIGINAL AND THREE COPIES OF EACH INVOICE TO THAT ADDRESS AND SUBMIT ONE COPY TO THE ADDRESS SHOWN BELOW. IF THERE IS NO ADDRESS DESIGNATED IN ANY OF THE CLAUSES LISTED ABOVE, SUBMIT THE ORIGINAL AND THREE COPIES OF EACH INVOICE TO THE ADDRESS SHOWN BELOW. IN ADDITION, SUBMIT ONE COPY OF EACH INVOICE TO THE CONTRACT SPECIALIST AT THE ISSUING OFFICE ADDRESS SHOWN ON THE FACE OF THE DOCUMENT:

NAVAL SURFACE WARFARE CENTER, DAHLGREN DIVISION  
ATTN: CODE XDM24I / VENDOR PAY  
17320 DAHLGREN ROAD  
DAHLGREN, VA 22448-5100

## **REGISTER FOR INVOICE STATUS**

YOU CAN REGISTER AT THE FOLLOWING WEB SITE TO MONITOR THE STATUS OF YOUR INVOICES. THIS IS THE VENDOR PAY INQUIRY SYSTEM-MOCAS USER REGISTRATION.

<http://vendorpay.dfas.mil/newuser>

## SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot		
	The contractor shall host a Post-Award Conference at the Contractor's facility to review the features and specifications outlined in Section C of this document. Attendees shall include the contractor representatives and Government representatives from MCWL, NSWCD, and ARDEC. Deliverables shall include a preliminary design, and a record of the meeting including attendees, minutes, copies of all presentation materials, and action items as identified and assigned.				
				NET AMT	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lot		
	The contractor shall hold a design review meeting at their facility to review the contractors proposed design for the prototype sighting system pursuant to section C.14.1. Attendees shall include the contractor representatives and Government representatives from MCWL, NSWCD, and ARDEC. Deliverables shall include the proposed design for the prototype fabrication, and a record of the meeting including attendees, minutes, copies of all presentation materials, and action items as identified and assigned.				
				NET AMT	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Each		
	The contractor shall provide the labor and materials required to develop and deliver the first prototype sighting system pursuant to section C.14.2. The prototype shall be shipped FOB Destination to NSWCD.				
				NET AMT	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lot		
	The contractor shall hold a second design review meeting at their facility to review the performance evaluation of the initial prototype sighting system and necessary minor changes required for completion of C.14.3. Attendees shall include the contractor representatives and Government representatives from MCWL, NSWCD, and ARDEC. Deliverables shall include a proposed final design for prototype fabrication, and a record of the meeting including attendees, minutes, copies of all presentation materials, and action items as identified and assigned.				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		3	Each		
	The contractor shall provide the labor and materials required to deliver prototype sighting systems that incorporate the changes required from CLIN 0004. The additional prototypes shall be shipped FOB Destination to NSWCDD.				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Lot		
	The contractor shall provide the labor and materials required to deliver the Data Deliverables pursuant to section C.14.4.				
				NET AMT	

#### CLAUSES INCORPORATED BY FULL TEXT

##### HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

## SECTION C Descriptions and Specifications

**BACKGROUND** – This Statement of Work sets forth the requirements for a sighting capability from a remote area. The USMC is evaluating remotely operated systems that can perform surveillance and protection of field expedient secured areas. Current remotely operated systems use standard rifle telescopic sights and attached cameras for surveillance and engagement. This is unsuitable for this type of application. The objective of this procurement is to start with current state of the art technology of scopes / sighting devices with integrated cameras with streaming video capability and to develop / integrate the following features into a Remote Sighting System (RSS). The resulting system will be applied to remote weapons and surveillance applications. In addition, prototypes will be procured for test and evaluation.

**APPLICABLE DOCUMENTS** - In the event of a conflict between the text of this document and the references cited herein, the text of this Purchase Description takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

### Industry Specifications

ANSI/ASTMB46.1 – Surface Texture

(Request for copies of this document should be forwarded to the American Society of Mechanical Engineers, 345 E 47<sup>th</sup> St, New York, NY 10036)

### Military Standards/Specifications

The following specifications, standards, and handbooks form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those cited in the solicitation or contract.

### DEPARTMENT OF DEFENSE SPECIFICATIONS

MIL-STD-461E	Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment.
MIL-STD-464A	Electromagnetic Environmental Effects Requirements for Systems
MIL-STD-810F	Environmental Engineering Considerations and Laboratory Tests
MIL-STD-1913	Dimensioning of Accessory Mounting Rail for Small Arms Weapons

### DEPARTMENT OF DEFENSE HANDBOOKS

MIL-HDBK-454 General Guidelines for Electronic Equipment

(Unless otherwise indicated, copies of the above specifications, standards, and handbooks are available from the Standardization Order Desk, 700 Robbins Ave, Bldg. 4D, Philadelphia, PA 19111-5094).

**C.1 Day/Night Capability** - The sighting system shall possess an integrated day/night capability without requiring the operator to add / swap parts to switch between day and night operation. This system shall provide passive viewing using ambient starlight (10-4 FC\*) and down (to 3 x 10-5 FC) and be protected against flooding by illumination (such as daylight, searchlight or flare). The brightness gain of the amplified night viewing optics shall be user adjustable to compensate for shadow or other adverse conditions. This system shall be able to detect a man-sized target at 150 meters under above specified illumination conditions.

\*(FC = foot-candles)

**C.2 Variable Power Magnification** - The sighting system shall possess an optical zoom capability to maximize field of view (FOV) at minimum magnification and precision fire capability at maximum magnification.



C.2.1 Magnification/Zoom Range – The sighting system shall be capable of the following range for magnification/zoom: 1.5 – 16x threshold, 1.2 – 24x objective.

C.2.2 Minimum FOV – The sighting system shall possess a minimum FOV of 40° (horizontal) at minimum magnification (threshold), up to 90°+ (objective).

C.3 Focus - The sighting system shall be equipped for automatic precision focus on targets at ranges from three feet to infinity.

C.4 Reticle - The sighting system shall utilize an electronically-generated reticle superimposed on the video output signal. This reticle shall be generated by a source other than the camera/scope itself.

C.5 Ruggedness – The sighting system shall be capable of operating in the following environments:

C.5.1 Recoil – The sighting system shall function properly when mounted on an M240G 7.62mm machine gun (accelerometer data to be provided), M82 .50 cal. Rifle (accelerometer data to be provided as needed).

C.5.2 Sand/Dust - The unpackaged sighting system shall show no evidence of damage or failure and shall be operable after exposure to the effects of sand and dust method 510.4 procedure I and II of MIL-STD-810F.

C.5.3 Low Temperature, Non-Operating - The unpackaged sighting system shall operate (at the low operating temperature specified in C.5.3.1) after stabilization at a temperature of -32°C (-25°F) for a minimum of 8 (eight) hours.

C.5.3.1 Low Temperature – Operating - The unpackaged sighting system shall operate after exposure to an ambient air temperature of -12°C (10°F) for at least 4 hours.

C.5.3.2 High Temperature, Non-Operating - The unpackaged sighting system shall operate (at the high operating temperature specified in C.5.3.3) after stabilization at a temperature of +66°C (+150°F) for a minimum of 2 (two) hours.

C.5.3.3 High temperature – Operating - The unpackaged sighting system shall boot up and operate at a temperature of +52°C (+125°F), stabilized at the tested operating temperature for at least 2 hours.

C.5.4 Humidity - The unpackaged sighting system shall show no evidence of damage (especially in its environmental seals) or failure after exposure to high humidity in accordance MIL-STD-810F method 507.4.

C.5.5 Rain - The unpackaged sighting system shall show no evidence of damage or failure and shall operate after being exposed to rain in accordance with procedure I of MIL-STD-810F method 506.4.

C.5.6 Icing/Freezing Rain - The unpackaged sighting system shall show no evidence of damage or failure and shall be operable after exposure to icing/freezing rain in accordance with method 521.2 of MIL-STD-810F.

C.5.7 Water (Immersion) - The sighting system with the case closed shall show no evidence of damage or failure when subjected to the immersion test method 512.4 of MIL-STD-810F.

C.5.8 Electromagnetic Environment Requirements - The unpackaged sighting system shall be safe and function reliably in the presence of natural or man-made tactical E<sup>3</sup> environments, which include the following, (see table 1).

Table 1. Electromagnetic Environmental Effects (E<sup>3</sup>)

Man-Made E <sup>3</sup> Environments	Natural E <sup>3</sup> Environments
Electromagnetic Interference (EMI)	Nearby Lightning Effects (NLE)
Electromagnetic Radiation, Operational (EMRO)	Personnel Electrostatic Discharge (PESD)

The sighting system shall not display any erratic behavior during or after exposure to EMI, EMRO, PSSED, and NLE environments.

C.5.8.1 Electromagnetic Interference (EMI) - The sighting system shall meet the requirements in Table V (Requirement Matrix) of MIL-STD-461 for Ground systems.

C.5.8.2 Electromagnetic Radiation Operational (EMRO) - The sighting system shall remain operational and respond to all operator commands while being exposed to the electromagnetic environment in Table ID (External EME for ground systems) of MIL-STD-464.

C.5.8.3 Nearby Lightning Effects (NLE) - The sighting system in operational configuration shall show no evidence of damage and demonstrate no degraded performance after having been exposed to the near strike lightning effects shown in Table 2B, (Electromagnetic fields from near strike lightning) of paragraph 5.4 Lightning of MIL-STD-464.

C.5.8.4 Personal Electrostatic Discharge (PESD) - The sighting system in operational configuration shall show no evidence of damage and demonstrate no degraded performance after having been exposed to electrostatic discharge as described in paragraph 5.7.3 (Ordnance subsystems) of MIL-STD-464.

C.5.8.5 Helicopter Electrostatic Discharge (HESD) - HESD will not be tested due to mission profile.

C.6 Workmanship - Workmanship in the fabrication and assembly of the sighting system shall comply with the best standard commercial practice. All parts shall be fabricated and finished in a thorough, workmanlike manner and all manufacturing, processing and assembly operations shall be correctly performed. The parts shall be free of burrs, sharp edges, pinch points, unblended radii, surface defects, cracks, chips, dirt grease, oil, rust, foreign matter or any evidence of poor workmanship that could render the system unsuitable for its intended purpose. The fabrication shall be processed in such a manner as to be uniform in quality and shall be free from defects that affect serviceability and appearance.

C.6.1 Exterior Surfaces - All exposed exterior surfaces shall be dull, non-reflective.

C.6.2 Machine Finish - All machine finish shall be in accordance with best commercial practice. The First Article samples shall be used as standard for machine finishes for production items. In the event of a dispute over the comparison of finishes of the inspection standards and the production items, referee comparison shall be in accordance with ANSI B46.1.

C.7 Marking - Each sighting system shall have an individual serial number assigned by the contractor. The serial numbers shall be permanently applied to the sighting system in a readily readable location and in accordance with commercial practice.

C.8 Remote Operation Integration - The sighting system shall have features that will be capable of remote adjustment via a digital interface connection.

C.8.1 Unit Power On / Off - The operator shall be able to turn the sighting system on and off via the digital interface connection.

C.8.2 Day / Night Mode Changeover - The operator shall be able to switch the sighting system between daytime and amplified nighttime operational modes via the digital interface connection.

C.8.3 Magnification / Zoom - The operator shall be able to adjust the optical zoom (and digital zoom, if so equipped) of the sighting system via the digital interface connection.

C.8.4 Night Mode Brightness Adjustment - The operator shall be able to adjust the brightness of the amplified nighttime viewing mode to compensate for adverse viewing or lighting conditions via the digital interface connection.

C.9 Detect Weapon Firing – When attached to small arms weaponry, the sighting system shall be capable of detecting individual shots fired by the weapon in single shot, burst, or automatic mode. The sighting system shall be capable of determining which video frame coincides with the weapon firing and ‘tagging’ said frame with an electronic identifier for post processing.

C.10 Data I/O - The sighting system shall incorporate bi-directional data transmission through a digital RS-232 data port. The data output format and hardware interfaces shall be open architecture and subject to the approval of NSWCDD/MCWL.

C.11 Power – The sighting system shall accept 24 volts DC power supplied from an external source or host system.

C.12 Mounting – The sighting system shall possess through holes in its housing to facilitate mounting to other devices or hardware, subject to the approval of NSWCDD/MCWL.

C.12.1 MIL-STD-1913 Adapter, Lower – The sighting system shall include a lower adapter plate to attach to the bottom of the housing via the through holes of C.12 to allow the assembly to be rail mounted per MIL-STD-1913, design subject to the approval of NSWCDD/MCWL.

C.12.1.2 MIL-STD-1913 Adapter, Upper – The sighting system shall include an upper adapter plate to attach to the top of the housing via the through holes of C.12 to include a rail for mounting additional accessories to the sighting system per MIL-STD-1913, design subject to the approval of NSWCDD/MCWL.

C.13 Container – The sighting system shall include a waterproof, reusable, rugged container to house all components of the sighting system for storage and transportation.

C.14 Deliverables - Specific Deliverables includes the following:

C.14.1 Design Review - A design review shall be conducted at the beginning of the contract period. The purpose of this design review shall be to review the features and requirements for the sighting system.

C.14.2 Initial Prototype - One prototype remote sighting system that incorporates the above features shall be demonstrated at the contractor's facility and delivered to NSWCDD for test and evaluation.

C.14.3 Changes and Additional Prototypes - After government testing of C.14.2 and minor correction, 3 additional prototypes shall be delivered to NSWCDD/MCWL at the end of the period of performance of the contract.

C.14.4 Data Deliverables – All data deliverables submitted to NSWCDD/MCWL must be in electronic form. Acceptable formats include Microsoft Word, Microsoft Excel, Adobe PDF. Other formats may be acceptable upon Government approval.

C.14.4.1 Reports – The contractor shall submit progress reports no later than the first business day of each calendar month during the period of performance detailing the status of the sighting system development.

C.14.4.2 Interface Documentation - Deliverable items shall include a data document prepared by the contractor detailing the system hardware, their interface requirements and performance specifications (not a formal drawing package or TDP).

C.14.4.3 Instructions - The contractor shall supply NSWCDD/MCWL with operator instructions, assembly/disassembly instructions, and maintenance schedules and procedures concurrent to the deliverables in C.14.3 for additional prototypes.

## **SECTION D Packaging and Marking**

### **CLAUSES INCORPORATED BY FULL TEXT**

#### **NOTE:**

This contract contains clauses from the:

Federal Acquisition Regulation (FAR) (48 CFR Chapter 1); FAR clauses are numbered "52.XXX-XX".

Defense FAR Supplement (DFARS) (48 Chapter 2); DFAR clauses are numbered "252.XXX-XXXX".

Navy Acquisition Procedures Supplement (NAPS); numbered "5252.2XX-9XXX".

### **MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS)**

(a) Marking shall be in accordance with ASTM Designation D 3951-90, "Standard Practice for Commercial Packaging."

### **PREPARATION FOR DELIVERY (COMMERCIALLY PACKAGED ITEMS)**

Preservation, packaging and packing shall be in accordance with ASTM Designation D 3951-95 "Standard Practice for Commercial Packaging."

### **ASBESTOS MARKING**

All shipments which include asbestos, as defined in the Asbestos Certification clause of this contract, shall be marked in accordance with paragraph 20.4.1 of MIL-STD-129N.

### **HQ D-1-0001 DATA PACKAGING LANGUAGE**

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

### **HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)**

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor: Brian McConnell , G31  
Naval Surface Warfare Center  
17320 Dahlgren Road  
Dahlgren, VA 22448-5100

## SECTION E Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

## CLAUSES INCORPORATED BY REFERENCE:

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

## INSPECTION AND ACCEPTANCE (DESTINATION)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity (NSWCDD Code G31 – McConnell)

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	DAHLGREN VA	NSWCDD CODE G31	DAHLGREN VA	NSWCDD CODE G31
0002	DAHLGREN VA	NSWCDD CODE G31	DAHLGREN VA	NSWCDD CODE G31
0003	DAHLGREN VA	NSWCDD CODE G31	DAHLGREN VA	NSWCDD CODE G31
0004	DAHLGREN VA	NSWCDD CODE G31	DAHLGREN VA	NSWCDD CODE G31
0005	DAHLGREN VA	NSWCDD CODE G31	DAHLGREN VA	NSWCDD CODE G31
0006	DAHLGREN VA	NSWCDD CODE G31	DAHLGREN VA	NSWCDD CODE G31

## SECTION F Deliveries or Performance

## SECTION F Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

## CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify the Contracting Officer in writing, via the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

**52.211-8 TIME OF DELIVERY. (JAN 1997)**

(a) The Government requires delivery to be made according to the following schedule:

## REQUIRED DELIVERY SCHEDULE

The required delivery set forth below assumes a contract award date no later than 29 April 2005.

CLIN	DELIVERY TO:.	DELIVERY NLT
0001	DAHLGREN VA	02 May 2005
0002	DAHLGREN VA	31 Oct 2005
0003	DAHLGREN VA	02 Jan 2006
0004	DAHLGREN VA	06 Feb 2006
0005	DAHLGREN VA	29 April 2006
0006	DAHLGREN VA	29 April 2006

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

## OFFEROR'S PROPOSED DELIVERY SCHEDULE

CLIN	DELIVERY TO:.	DELIVERY NLT
0001	DAHLGREN VA	
0002	DAHLGREN VA	
0003	DAHLGREN VA	
0004	DAHLGREN VA	
0005	DAHLGREN VA	
0006	DAHLGREN VA	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

**PLACE OF DELIVERY: DESTINATION**

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to the following location:

Commander, Naval Surface Warfare Center, Dahlgren Division  
Attn: Code G31 (McConnell)  
17320 Dahlgren Road  
Dahlgren, VA 22448-5100

Building 1357

(b) Bids submitted on a basis other than F.O.B. Destination will be rejected as nonresponsive and proposals may be deemed unacceptable.

**52.247-34 F.O.B. DESTINATION (NOV 1991)**

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

**Ddl-F20 RECEIVING HOURS OF OPERATION**

All deliveries to the Receiving Officer, Dahlgren Division, Naval Surface Warfare Center, Dahlgren, VA shall be made Monday through Friday from 7:00 a.m. to 2:30 p.m., local time. Deliveries will not be accepted after 2:30 p.m. No deliveries will be made on government holidays.



## SECTION G Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with 4 copies to the address identified in the solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ☐ a separate invoice for each activity designated to receive the supplies or services.
- ☒ a consolidated invoice covering all shipments delivered under an individual order.
- ☐ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

**SECTION H Special Contract Requirements****LAUSES INCORPORATED BY REFERENCE:**

252.204-7000

Disclosure Of Information

DEC 1991

**CLAUSES INCORPORATED BY FULL TEXT****PUBLIC RELEASE OF INFORMATION PERTAINING TO THIS CONTRACT**

Any proposed public release of information pertaining to this contract or the work called for thereunder shall be submitted to the Contracting Officer for approval prior to release. No information shall be released without written approval from the Contracting Officer.

**EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED (MAY 1993) (NSWCDD)**

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

**ENGINEERING CHANGES**

(a) After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, engineering changes to the equipment, software specifications, or other requirements of this contract. These changes may be proposed to save money, to improve performance, to incorporate new technology, to save energy, or to satisfy increased data processing requirements. If the proposed changes are acceptable to both parties, the Contractor shall submit a priced change proposal to the Government for evaluation. Those proposed engineering changes that are acceptable to the Government will be processed as modifications to the contract.

(b) This ENGINEERING CHANGES clause applies only to those proposed changes identified by the Contractor, as a proposal submitted pursuant to the provisions of this clause. As a minimum, the following information shall be submitted by the Contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;

(2) Itemized requirements of the contract which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;

(3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;

(4) An evaluation of the effects the proposed change would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance and operation; and

(5) A statement of the time by which the change order adopting the proposal must be issued so as to obtain the maximum benefits of the change(s) during the remainder of this contract. Also, any effect on the contract completion time or delivery schedule shall be identified.

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The

decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subject to the "DISPUTES" clause of this contract.

(d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice may be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the Contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an engineering change proposal submitted pursuant to this clause is accepted and applied to this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract. When the cost of performance of this contract is increased or decreased as a result of the change, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the "CHANGES" clause rather than under this clause, but the resulting contract modification shall state that it is made pursuant to this clause.

(f) The Contractor is requested to identify specifically any information contained in the engineering change proposal which the Contractor considers confidential and/or proprietary and which the Contractor prefers not be disclosed to the public. The identification of information as confidential and/or proprietary is for informational purposes only and shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552)

#### **NOTICE OF INCORPORATION OF SECTIONS K, L, AND M**

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors
L	Instructions, Conditions, and Notices to Offerors
M	Evaluation Factors for Award

## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors	JUL 1995
	Debarred, Suspended, or Proposed for Debarment	
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-4	Federal, State And Local Taxes (Noncompetitive Contract)	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-2	Production Progress Reports	APR 1991
52.242-12	Report of Shipment (REPSHIP)	JUL 1995
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2002
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984

52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7014	Preference For Domestic Specialty Metals	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arinet.gov/far](http://www.arinet.gov/far)

[www.acq.osd.mil/dp/dars/dfars](http://www.acq.osd.mil/dp/dars/dfars)

##### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SECTION J List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

Ddl-J10 LIST OF ATTACHMENTS

J.1 – DD Form 1423 – Contract Data Requirements List

## SECTION K Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7017	Prohibition on Award to Companies Owned by the People's Republic of China	FEB 2000
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

#### 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

#### 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a



determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,  
County, Zip Code)**

**Name and Address of Owner and Operator of the  
Plant or Facility if Other Than Offeror or  
Respondent**

(End of provision)

#### 52.215-7 ANNUAL REPRESENTATIONS AND CERTIFICATIONS--NEGOTIATION (OCT 1997)

The offeror has [check the appropriate block]:

\_\_\_\_\_ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated \_\_\_\_\_ (insert date of signature on submission) that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows (insert changes that affect only this proposal; if "none," so state):

\_\_\_\_\_ (b) Enclosed its annual representations and certifications.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) [ ] It has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) [ ] It has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will

be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (FEB 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

## 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

## Ddl-K20 AUTHORIZED NEGOTIATORS

The offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the offeror:

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In addition, the offeror shall provide a facsimile number and an email address to which correspondence and documents may be forwarded to the offeror, both prior to contract award and following contract award:

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

## SECTION L Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE:

## CLAUSES INCORPORATED BY FULL TEXT

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
52.215-8	Amendments to Solicitations	DEC 1989
52.215-10	Late Submissions, Modifications, and Withdrawals of Proposals	AUG 1996

## 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS). (MAR 1994)

Single copies of specifications cited in this solicitation may be obtained by submitting a written request to the supply point listed below. The request must contain the title of the specification, its number, date, applicable amendment(s), and the solicitation or contract number. A telephone order entry system is available with the use of a touch tone phone. A Customer Number is required to use this system and may be obtained by written request to the address listed below or by telephone (215-697-2179). In case of urgency, telegraphic requests are acceptable. Voluntary standards, which are not available to offerors and contractors from Government sources, may be obtained from the organization responsible for their preparation, maintenance, or publication.

Standardization Document  
Order Desk, Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
Facsimile No. 215-697-2978

Telephone Order Entry System (TOES) Numbers  
215-697-1187 through and including 215-697-1197

## 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE. (SEP 1990)

Any contract awarded as a result of this solicitation will be a [ ] DX rated order; [x] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR part 700), and the Contractor will be required to follow all of the requirements of this regulation.

## 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a Fixed Price Supply contract resulting from this solicitation.

## 52.233-2 SERVICE OF PROTEST. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on

the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Commander, Naval Surface Warfare Center, Dahlgren Division  
Attn: Code XDC1  
17320 Dahlgren Road  
Dahlgren, VA 2

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING. (DEC 1991)

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will --

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

#### COST AND PRICING - REVIEW AND EVALUATION (NAVSEA) (SEP 1990)

Offeror shall, simultaneously with the submittal of its offer, furnish copies of its offer and its cost and pricing data to the cognizant Administrative Contracting Officer and the cognizant Defense Contract Audit Agency for review and evaluation.

#### PROPOSAL PREPARATION (MAY 1993) (NSWCDD)

In order to maximize efficiency and minimize the time for proposal evaluation, it is required that all offerors submit their proposals in accordance with the format and content specified. Proposals shall be submitted as three separate volumes, as follows:

	Original	Copies
Volume I, Solicitation, Offer and Award (SF 33)	1	2
Volume II, Cost Proposal	1	3
Volume III, Technical Proposal	1	3

The original shall be clearly identified as the "ORIGINAL" and bear original signatures. The copies shall be complete and clearly identified as "COPY."

#### START DATE FOR USE IN COST PROPOSAL (MAY 1993) (NSWCDD)

In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract start date of 29 April 2005. This date is only an estimate of the anticipated contract start date and will be used for the purpose of proposal evaluation only. A definitive contract start date will be incorporated into the contract award document.

**COST AND PRICING DATA REQUIRED ALTERNATE I**

(a) The offeror is to submit with his proposal full cost and pricing data in accordance with the instructions contained in FAR 15.804-6. Prior to award the accuracy, currency and completeness of such data shall be certified by the offeror using the form set out in FAR 15.804-4.

(b) If the offeror claims an exemption from cost or pricing data requirements on the ground that his contract price is based on an established catalog or market price, or on a price set by law or regulation, he shall submit a SF 1412 in accordance with FAR 15.804-3.

(c) Any contractor required to submit and certify cost or pricing data in accordance with (a) above shall also be required to obtain cost or pricing data from his subcontractors under the circumstances set forth in FAR 15.804-6(g).

(d) Cost or pricing data furnished by a subcontractor or a prospective subcontractor pursuant to FAR 15.804-6 must be submitted to the prime contractor or higher-tier-subcontractor. It is the responsibility of the prime contractor and higher-tier-subcontractor to review and evaluate the subcontract proposal and accompanying cost or pricing data and furnish the results of such review and evaluation to the Government as part of their cost or pricing data submission.

(e) If the offeror proposes facilities capital cost of money as part of his proposed costs, he shall submit a completed DD Form 1861 entitled "Contract Facilities Capital and Cost of Money" and Form CASD-CMF "Facilities Capital, Cost of Money Factors Computation." Accompanying the Forms shall be documentation in support of the computations.

(f) Offerors shall submit four (4) copies of their cost proposal, with supporting data, as follows:

Two (2) copies	Contracting Officer
One (1) copy	Cognizant DCMC
One (1) copy	Cognizant DCAA

**Ddl-L31 COST PROPOSAL – SPECIFIC REQUIREMENTS /R&D ITEMS**

The cost proposal must provide breakdowns for the following basic cost elements, as applicable:

(a) Purchased/Subcontracted Materials and Services. Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own cost proposal submissions. Submit the subcontractor cost or pricing data as part of your own cost or pricing data. These requirements also apply to all subcontractors if required to submit cost or pricing data.

(1) Adequate Price Competition. Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205-26(e)).

(2) All Other. Provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order. For standard commercial items fabricated by the offeror

that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's cost or pricing data is required as described in this paragraph, it must be included along with your own cost or pricing data submission, as part of your own cost or pricing data. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

(b) Direct Labor. Provide both a per unit/per CLIN breakdown and a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

(c) Indirect Costs. Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation. Offerors shall list proposed indirect rates, DCAA recommended rates and actual rates (audited and unaudited). If rates are negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained. This section shall also include historically proposed, DCAA recommended and actual (audited and unaudited) indirect rates experienced by the contractor within the past three years and the basis for any changes to these rates.

(d) Other Costs. List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

(e) Royalties. If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers.
- (4) Patent application serial numbers, or other basis on which the royalty is payable.
- (5) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable)
- (6) Percentage or dollar rate of royalty per unit.
- (7) Unit price of contract item.
- (8) Number of units.
- (9) Total dollar amount of royalties.
- (10) If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.204 and 31.205-37).

(f) Facilities Capital Cost of Money. When you elect to claim facilities capital cost of money as an allowable cost, you must submit DD Form 1861 and Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

**Ddl-L20 TECHNICAL PROPOSAL – SPECIFIC REQUIREMENTS**

(a) The technical proposal shall include responses to clearly demonstrate that all the requirements included in the specifications will be met. It may include brochures, specification sheets or other descriptive literature detailing the features of the items proposed. "Descriptive literature" means information (e.g., cuts, illustrations, drawings, and brochures) that is submitted as part of a bid. Descriptive literature is required to establish, for the purpose of evaluation and award, details of the product offered that are specified elsewhere in the solicitation and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the technical acceptability of the offered product. It does not include other information such as that used in determining the responsibility of a prospective Contractor or for operating or maintaining equipment.

(b) The offeror shall discuss clearly and completely how each requirement will be met and reference where the information supporting the statement can be found in the technical information/descriptive literature provided. A mere statement that the offeror understands the requirement and intends to comply IS NOT SUFFICIENT. The offeror must explicitly state how he intends to comply with each of the requirements and demonstrate a comprehensive understanding of the requirements.

(c) If the specification includes identification of a specific make and model on a "brand name or equal" basis, and the offeror states that he will provide the make and model specified, he need not address the salient characteristics included in the Description/Specification/Work Statement. He need only include the following statement - "Requested Brand Name will be supplied." Offerors of the specified make or model should also address all other areas of the specifications.